

BOARD OF SUPERVISORS  
COUNTY OF YORK  
YORKTOWN, VIRGINIA

Resolution

At a regular meeting of the York County Board of Supervisors held in the Board Room, York Hall, Yorktown, Virginia, on the \_\_\_\_ day of \_\_\_\_, 2000:

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Present

Vote

Walter C. Zaremba, Chairman  
James S. Burgett, Vice Chairman  
Sheila S. Noll  
Donald E. Wiggins  
Melanie L. Rapp

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On motion of \_\_\_\_\_, which carried \_\_\_\_, the following resolution was adopted:

A RESOLUTION TO TRANSFER OF KING GEORGE COUNTY'S  
MEMBERSHIP FROM THE MIDDLE PENINSULA COMMISSION TO  
THE RAPPAHANNOCK COMMISSION

I. Recitals.

A. The Middle Peninsula Juvenile Detention Commission ("MPJDC") is a political subdivision of the Commonwealth of Virginia, created by joint action of the Counties of Caroline, Charles City, Essex, Gloucester, Hanover, James City, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, New Kent, Northumberland, Richmond, Westmoreland and York and the Cities of Poquoson and Williamsburg (collectively, the MPJDC Member Jurisdictions). MPJDC has financed and constructed and is operating the Merrimac Center, a juvenile detention facility located in James City County. All the MPJDC Member Jurisdictions have executed an agreement (the "MPJDC Service Agreement") detailing their respective rights and obligations concerning MPJDC. Under the MPJDC Service Agreement, the MPJDC Member Jurisdictions are obligated to send all of their juvenile offenders requiring secure detention to the Merrimac Center and to pay the per diem rates established by MPJDC for such detention. The MPJDC Service Agreement further provides that a Member Jurisdiction may not withdraw without the consent of the MPJDC and of each other Member Jurisdiction.

B. The Rappahannock Juvenile Detention Commission ("RJDC") was created by joint action of the City of Fredericksburg and the Counties of Greene, Louisa, Madison, Or-

ange, Spotsylvania and Stafford (collectively, but not including Greene County, the "RJDC Member Jurisdictions") and currently operates a juvenile detention facility in Fredericksburg; however RJDC is constructing a replacement facility in Stafford County (the "New Rappahannock Center"). Greene County has elected not to sign the current agreement for the financing, construction and use of such replacement facility (the "RJDC Service Agreement") and will cease to participate in the RJDC once the New Rappahannock Center opens. Under the RJDC Service Agreement the remaining Member Jurisdictions will be obligated to send all of their juvenile offenders requiring secure detention to the New Rappahannock Center. The RJDC Service Agreement further provides that additional jurisdictions may join the RJDC with the unanimous consent of the other RJDC Member Jurisdictions.

C. Although King George County is currently an MPJDC Member Jurisdiction, it wishes to terminate its membership in MPJDC and join RJDC when the New Rappahannock Center is opened. By its adoption of this Resolution, King George County hereby requests MPJDC and RJDC and their respective Member Jurisdictions to approve such transfer of membership.

## II. Resolution.

Be it Jointly RESOLVED by the Middle Peninsula Juvenile Detention Commission, the Rappahannock Juvenile Detention Commission, the Boards of Supervisors of Caroline, Charles City, Essex, Gloucester, Hanover, James City, King and Queen, King George, King William, Lancaster, Louisa, Madison, Mathews, Middlesex, New Kent, Northumberland, Orange, Richmond, Spotsylvania, Stafford, Westmoreland and York Counties and the City Councils of the Cities of Fredericksburg, Poquoson and Williamsburg, THAT:

A. This Resolution shall be effective January 1, 2001, or the date the New Rappahannock Center is Placed in Service and King George is formally accepted as a member of the RJDC, as that term is defined in the RJDC Service Agreement, whichever is later.

B. The MPJDC and the MPJDC Member Jurisdictions each approve the withdrawal of King George County from membership in MPJDC upon such effective date, and agree jointly to assume King George's future obligations and release King George from further liability thereunder, such to the following conditions.

1. King George shall have paid MPJDC all per diem and other charges for which it is then currently obligated under the MPJDC Service Agreement.
2. King George shall not be entitled to recover any capital contributions it has made to MPJDC through payment of MPJDC's per diem charges, or to assert any right of ownership in any property of MPJDC, or to

participate in any future distribution of the proceeds of sale of any such property.

3. King George shall not be released from any liability it may otherwise have for any claim asserted by any detainee committed to the Merrimac Center by King George regardless of whether such claim arises before or after the effective date of King George's withdrawal from membership.
4. King George shall have deposited the sum of \$250,000, which amount has already been appropriated by the board of supervisors for such purpose with a financial institution mutually acceptable to King George and MPJDC, to be held in escrow to fund King George's potential liability for its share of MPJDC expenses for debt service and operations, in the event the annual average daily population of the Merrimac Center falls below 48, as follows:
  - a. The average daily occupancy of the Merrimac Center will be provided to the King George county administrator's office on a quarterly basis. Furthermore, all disputes regarding daily occupancy shall be made within 21 days of receipt of such quarterly reports, as provided in paragraph 4(c).
  - b. MPJDC shall be entitled to charge King George MPJDC's then-current per diem rate for a sufficient number of detainee days to raise the average daily population during each calendar year to 48, provided that in no event shall such charge exceed a maximum of 7.5% of MPJDC's expenses for operations and debt service (net of state reimbursements) during such calendar year. King George's annual share shall be calculated as follows:

Average Daily Population (ADP) – KG share = Revised ADP

Number of Beds – Revised ADP = Per Diem Variance

Per Diem Variance x Per Diem Rate x 365 days = Payment due from KG

- c. If MPJDC's director determines that such a charge is due for any quarter, she shall certify such fact to the county administrator of King George. Such certification shall include the data and calculations on which MPJDC bases its claim. The King George county administrator shall have 21 days after receipt of such certification to dispute the calculation of the charge. If no timely objection is received from the county administrator, the

quarterly report will then be accepted for use in determining the average daily population for that calendar year. Upon completion of the calendar year, based on the four previously accepted quarterly reports (averaged annually), the escrow agent shall pay MPJDC from the escrow account.

- d. If there is an objection, the King George county administrator and MPJDC's director shall meet to resolve the dispute, and may ask the escrow agent or some other third party to mediate within 21 days of receipt.
  - e. Every such quarterly certification shall be accompanied by evidence of good faith efforts on the part of MPJDC to find users for its excess beds. In the event King George is not satisfied that such good faith efforts have been made, it may instruct the escrow agent to reduce the payment to MPJDC by 20%. If there is a dispute over this provision it shall likewise be resolved by consultation or mediation, within 21 days of receipt.
  - f. Interest earned on the escrow account shall accrue to the account. Provided there are no pending disputed claims on the escrow account at that time, the unexpended balance in the account shall revert to King George on January 31, 2008, or sooner if mutually agreed by MPJDC and the King George County Board of Supervisors.
- C. RJDC and the RJDC Member Jurisdictions (which term does not include Greene County) each approve the entry of King George County into membership on the RJDC on the effective date of this Resolution, provided that King George executes a copy of the RJDC Service Agreement as then in effect and agrees to be bound by all terms and conditions of such Agreement.

Adopted by the York County Board of Supervisors, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2000.